


# PUBLIC MATTER ORIGINAL

(Do not write above this line.)

| State Bar Court of California   |  |   |
|---|--|---|
| Hearing Department <input checked="" type="checkbox"/> Los Angeles <input type="checkbox"/> San Francisco   |  |   |
| PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND MENTAL HEALTH ISSUES   |  |   |
| <p>Counsel for the State Bar<br/><b>OFFICE OF THE CHIEF TRIAL COUNSEL - ENFORCEMENT</b><br/><b>DAVID T. SAUBER</b><br/>1149 South Hill Street, 9<sup>th</sup> Floor<br/>Los Angeles, CA 90015-2299<br/>Telephone: (213) 765-1252<br/>Bar # 176554</p>   | <p>Case Number(s)<br/>02-O-12782;<br/><br/>Investigations:<br/>03-O-03510;<br/>05-O-00675;<br/>05-O-00730</p> <p><del>CONFIDENTIAL</del></p> <p>kwiktag ® 078 543 596<br/></p> | <p>(for Court use)</p> <p><b>LODGED</b></p> <p>DEC 13 2005<br/>STATE BAR COURT<br/>CLERK'S OFFICE<br/>LOS ANGELES</p> <p><b>FILED</b></p> <p>NOV 06 2009<br/>STATE BAR COURT<br/>CLERK'S OFFICE<br/>LOS ANGELES</p> |
| <p><input checked="" type="checkbox"/> Counsel for Respondent<br/><input type="checkbox"/> In Pro Per</p> <p><b>MICHAEL G. GERNER</b><br/>Michael G. Gerner, a Prof Law Corp.<br/>10100 Santa Monica Blvd., Suite 300<br/>Los Angeles, California 90067<br/>Telephone: (310) 772-2207<br/>Bar # 65906</p> | <p>Submitted to Program Judge</p> <p><b>STIPULATION RE FACTS AND CONCLUSIONS OF LAW</b></p> <p><input type="checkbox"/> PREVIOUS STIPULATION REJECTED</p>  |   |
| <p>In the Matter of<br/><b>MARC ALAN BIEDERMAN</b><br/>Bar # 68118<br/>A Member of the State Bar of California<br/>(Respondent)</p>   |  |   |

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

## A. Parties' Acknowledgments:

- Respondent is a member of the State Bar of California, admitted December 18, 1975 (date)
- The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on Respondent or the State Bar.
- All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation Proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consists of 12 pages.
- A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- Conclusions of law, drawn from and specifically referring to the facts, are also included under "Conclusions of Law."

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- (6) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§ 6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

**B. Aggravating Circumstances [Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.**

- (1) ☐ Prior Record of Discipline [see standard 1.2(f)]
- (a) ☐ State Bar Court Case # of prior case \_\_\_\_\_
- (b) ☐ Date prior discipline effective \_\_\_\_\_
- (c) ☐ Rules of Professional Conduct/State Bar Action violations \_\_\_\_\_
- (d) ☐ Degree of prior discipline \_\_\_\_\_
- (e) ☐ If Respondent has two or more incidents of prior discipline, use space provided below or under "Prior Discipline" (above)
- (2) ☒ **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) ☒ **Trust violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) ☒ **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) ☐ **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) ☐ **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to the victims of his/her misconduct or the State Bar during disciplinary investigation or proceedings.
- (7) ☐ **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrong doing or demonstrates a pattern of misconduct.
- (8) ☐ No aggravating circumstances are involved.

Additional aggravating circumstances:

(Do not write above this line.)

**C. Mitigating Circumstances [standard 1.2(e)]. Facts supporting mitigating circumstances are required.**

- (1) ☒ **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) ☐ **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) ☒ **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation to the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) ☒ **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) ☐ **Restitution:** Respondent paid \$ \_\_\_\_\_ on \_\_\_\_\_ in restitution to \_\_\_\_\_ without the threat of force of disciplinary, civil or criminal proceedings.
- (6) ☐ **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) ☐ **Good Faith:** Respondent acted in good faith.
- (8) ☐ **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish were directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drugs or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) ☒ **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) ☐ **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) ☐ **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) ☐ **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) ☐ **No mitigating circumstances** are involved.

Additional mitigating circumstances:

**ATTACHMENT TO**  
**STIPULATION RE FACTS AND CONCLUSIONS OF LAW**

IN THE MATTER OF:        **MARC ALAN BIEDERMAN, #68118**

CASE NUMBER(S):        **02-O-12782 and Investigation Matters 03-O-03510; 05-O-00675; 05-O-00730**

**PENDING PROCEEDINGS.**

The disclosure date referred to, on page one, paragraph A.(6), was November 15, 2004.

**STIPULATION AS TO FACTS AND CONCLUSIONS OF LAW:**

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes and/or Rules of Professional Conduct, or has otherwise committed acts of misconduct warranting discipline:

**Case No. 02-O-12782**

**FACTS:**

In July, 1998, Respondent employed Robert Wolf ("Wolf") to operate a company owned by Respondent called Dana Auto Tech, Inc. ("Dana Auto").

On December 23, 1999, Wolf hired Respondent to represent him on a personal injury matter. The parties agreed that Respondent would receive 33 1/3 % of all amounts recovered before the filing of a lawsuit. A lawsuit was not filed.

On November 1, 2000, with Wolf's authorization, Respondent settled the personal injury matter for \$12,500.00.

On November 9, 2000, Respondent paid Wolf \$2,000.00 from the settlement proceeds.

On November 9, 2000, Respondent paid himself from the settlement proceeds the sum of \$1,100.00, an amount Respondent claimed Wolf borrowed from and/or owed to Respondent for matters unrelated to the personal injury representation. There is no documentation supporting this claim or Wolf's authorization of this payment. This sum should have been paid to Wolf.

On November 10, 2000, Respondent paid himself \$5,000.00 from the settlement proceeds, under the claim that this represented his fees and costs. However, no documentation supports the expenditure for costs and this sum exceeds a 33 1/3% portion of the settlement proceeds by \$833.33, a sum which should have been paid to Wolf.

On November 16, 2000, Respondent paid Wolf \$4,000.00 from the settlement proceeds. This payment was in the form of a check that Wolf endorsed back to Respondent and which

represented reimbursement of medical fees paid on Wolf's behalf.

On December 27, 2001, Wolf employed another attorney, Jeffery Tenebaum to investigate the settlement of the personal injury matter.

On February 25, 2002, and again on April 2, 2002, Tenebaum sent letters to Respondent, advising Respondent that Tenebaum had been retained by Wolf to investigate the personal injury matter and requesting that Respondent provide him with an accounting of the settlement proceeds. The letters were mailed to Respondent at his office address at that time, 18757 Burbank Blvd., #304, Tarzana, CA 91356. Tenebaum's correct return address was on both envelopes used to mail the letters to Respondent. Tenebaum's letters to Respondent were not returned to him by the U.S. Postal service, as undeliverable or for any other reason. Respondent received Tenebaum's letters but failed to respond to either of them, in the manner requested or in any manner. Payment of all funds due was requested.

Respondent did not maintain records and accounts for the settlement proceeds received on Wolf's behalf. Respondent did not maintain records and accounts for the payments he made from the settlement proceeds he received on Wolf's behalf.

Respondent did not render an accounting of the settlement proceeds to Wolf at his request, either directly to Wolf or through Tenebaum

#### **CONCLUSIONS OF LAW:**

By failing to maintain complete records of the settlement proceeds and by failing to provide an accounting of the settlement proceeds to Wolf and/or his representative Tenebaum, when requested, Respondent failed to maintain records or render an appropriate accounting to his client regarding all funds in wilful violation of the Rules of Professional Conduct, rule 4-100(B)(3).

By failing to promptly pay to Wolf as payment from the settlement proceeds the \$1,100.00 and the \$833.33 as set forth above, Respondent failed to promptly pay or deliver to the client funds in his possession which the client was entitled to receive in wilful violation of the Rules of Professional Conduct, rule 4-100(B)(4).

#### **Case No. 03-O-03510**

#### **FACTS:**

On January 18, 2002, Shirle Jones ("Jones") hired Respondent to represent her on a personal injury matter. The parties agreed that Respondent would receive 33 1/3 % of all amounts recovered before the filing of a lawsuit and 40% if a lawsuit was filed.

On January 16, 2003, Respondent filed a lawsuit on behalf of Jones in the matter for which he had been retained.

On April 1, 2003, the balance in Respondent's Client Trust Account at the Bank of America ("CTA"), was \$458.84.

In early April 2003, Respondent settled Jones's case for the sum of \$15,000.00.

On April 7, 2003 Respondent filed a dismissal of the lawsuit.

On April 8, 2003, a settlement check was issued in the sum of \$15,000.00.

On April 9, 2003, Respondent deposited the settlement funds of \$15,000.00 into his CTA. Respondent was entitled to \$6,000.00 (40%) as his fee and for reimbursement of \$200.00 which he had incurred in costs (i.e., filing fee), for a total of \$6,200.00. The remaining sum of \$8,800.00 should have been paid to Jones or kept in trust.

On April 9, 2003, Respondent issued himself a check in the sum of \$2,500.00, and indicated on the check that it was from the Jones matter.

On April 11, 2003, Respondent issued himself a check in the sum of \$3,300.00, and indicated on the check that it was from the Jones matter.

On April 11, 2003, Respondent issued himself a check in the sum of \$1,800.00, and indicated on the check that it was from the Jones matter.

As of April 11, 2003, Respondent had issued three checks in the total sum of \$7,600 from the Jones matter, an overpayment of \$1,400.00. At least \$8,800.00 should have been kept in trust for Jones.

On April 14, 2003, the balance in Respondent's CTA fell to \$7,858.84.

On June 6, 2003, the balance in Respondent's CTA fell to \$432.84.

On July 8, 2003, the balance in Respondent's CTA fell to \$32.84, this was \$8,767.16 below the sum which he should have held in trust for Jones.

On August 4, 2003, Respondent issued a check from his CTA in the sum of \$7,000, payable to Jones for her portion of the settlement proceeds. He sent this check with a disbursement memorandum representing he had paid a medical provider (Kaiser Permanente, "Kaiser") the sum of \$1,800.00 on Jones behalf.

Jones attempted to negotiate the \$7,000.00 settlement check and Bank of America refused to honor the check due to a lack of funds in the CTA.

On August 26, 2003, Jones submitted a complaint to the State Bar.

On September 8, 2003, the State Bar sent a letter to Respondent requesting an explanation of his handling of the Jones's matter and the settlement proceeds.

On October 13, 2003, Respondent provided a written response to the State Bar in which he maintains that the \$1800.00 was to honor a medical lien Kaiser held on the Jones settlement and that it actually consisted of \$1,200.00 paid to Kaiser and a one-third retention to Respondent as a collection fee.

Jones claims she paid all her medical bills with Kaiser. Kaiser did not receive any payment from Respondent.

Eventually Jones was able to negotiate the settlement check and received \$7,000.00.

**CONCLUSIONS OF LAW:**

By misappropriating at least \$8,767.16 of his client's (Jones) settlement funds, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption in violation of Business and Professions Code, section 6106.

By issuing his client a check in the sum of \$7,000.00 and not having funds in the account from which it was issued to honor the check, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption in violation of Business and Professions Code, section 6106.

By misrepresenting to his client and to the State Bar that he had paid Kaiser and rightfully retained \$1,800.00 to satisfy and honor Kaiser's medical lien, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption in violation of Business and Professions Code, section 6106.

**Case No. 05-O-00675:**

**FACTS:**

At all times mentioned herein, Respondent's client trust account was account number 1664-00628 at Bank of America ("Respondent's CTA"), unless otherwise mentioned.

In or about January 2002, Josefina Botello ("Botello") employed Respondent to represent her in a personal injury matter. Respondent and Botello agreed that Respondent would be compensated by a contingency fee.

In or about January 2002, Respondent and Botello signed a medical lien with Noriega Chiropractic Clinic, for the treatment of Botello's injuries.

In or about January 2003, Respondent settled Botello's case, with her authorization, for \$8,500.

On or about January 22, 2003, Respondent deposited Botello's settlement check into Respondent's CTA.

On or about March 31, 2003, Respondent issued check number 3328 from Respondent's CTA to Botello for \$2,833, her portion of the settlement funds.

Between January 22, 2003, and March 31, 2003, Respondent issued himself attorney fees from Botello's settlement from Respondent's CTA in the amount of \$2,834.

Based on the disbursements made by Respondent from Respondent's CTA to himself and Botello from Botello's settlement funds, Respondent was required to maintain the sum of \$2,833 in Respondent's CTA until he paid Noriega Chiropractic Clinic on behalf of Botello.

To date, Noriega Chiropractic Clinic has not received any payment from Respondent from Botello's settlement funds.

On or about May 13, 2004, Noriega Chiropractic Clinic received a Small Claims Judgement in the amount of \$2,611 against Respondent for Botello's unpaid medical bills.

On or about June 23, 2003, the balance in Respondent's CTA fell to \$432.84. On or about October 9, 2003, the balance in Respondent's CTA fell to \$6.28.

Respondent dishonestly or with gross negligence misappropriated Botello's settlement funds.

#### **CONCLUSIONS OF LAW:**

By not maintaining at least \$2,826 on behalf of Botello in Respondent's CTA until payment was made to Noriega Chiropractic Clinic, Respondent failed to maintain client funds in trust in wilful violation of Rules of Procedure, rule 4-100(A).

By misappropriating Botello's settlement funds, Respondent committed an act or acts involving moral turpitude, dishonesty and/or corruption in wilful violation of Business and Professions Code, section 6106.

#### **Case No. 05-O-00730:**

#### **FACTS:**

In or about December 1997, Saul and Lucero Viramontes ("the Viramontes") employed Respondent for a personal injury matter. Respondent and the Viramontes agreed that Respondent



would be compensated by a contingency fee.

In or about December 1997, the Viramontes and Respondent signed medical liens with Noriega Chiropractic Clinic, for the treatment of the Viramontes's injuries.

In or about 1998, Respondent settled the Viramontes's case. Respondent paid the Viramontes their portion of the settlement funds and paid himself the attorneys fee portion of the settlement funds.

To date, Noriega Chiropractic Clinic has not received any payment from Respondent from the Viramontes's settlement funds.

On or about May 13, 2004, Noriega Chiropractic Clinic received a Small Claims Judgement in the amount of \$3,111 against Respondent for the Viramontes's unpaid medical bills.

Respondent admits that he took the remainder of the Viramontes's settlement funds, which were required to be held until he paid Noriega Chiropractic Clinic, for his own use and benefit.

Respondent dishonestly or with gross negligence misappropriated the Viramontes's settlement funds.

#### **CONCLUSIONS OF LAW:**

By misappropriating Viramontes's settlement funds, Respondent committed an act or acts involving moral turpitude, dishonesty and/or corruption in wilful violation of Business and Professions Code, section 6106.

#### **RESTITUTION:**

Respondent owes Robert Wolf the principal sum of \$1,933.00 plus interest at the rate of 10% from November 9, 2000.\*\*\*

Respondent owes Shirle Jones the principal sum of \$1,800 plus interest at the rate of 10% from April 9, 2003.\*\*\*

Respondent owes Josefina Botello the principal sum of \$2,826 plus interest at the rate of 10% from January 22, 2003.\*\*\*

Respondent owes Saul and Lucero Viramontes the principal sum of \$3,111 plus interest at the rate of 10% from January 1, 1999.\*\*\*

\*\*\*Respondent's minimum total monthly restitution payment shall be \$200. The \$200 monthly payment shall be paid out as follows: Respondent shall pay at least \$50 per month to each of the four parties set forth above until the restitution is paid in full. Respondent shall, prior to submitting his final Quarterly Probation Report to the Office of Probation, make a lump sum payment of any amount of restitution remaining to be paid to any of the four parties set forth above. It is anticipated, and Respondent agrees, that Respondent shall increase his monthly payments and/or pay the full amount owed as restitution as his ability to do so increases. Respondent agrees to provide the Office of Probation with any information requested relating to his ability to make larger monthly payments. Further, in those cases where the Client Security Fund has paid on a claim made by one of the four parties identified above, Respondent shall make his monthly payment for that individual to the Client Security Fund.

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| In the Matter of<br><br>MARC ALAN BIEDERMAN<br>Bar # 68118 | Case number(s):<br><br>02-O-12782;<br>Investigations:<br>03-O-03510; 05-O-00675; 05-O-00730 |
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### SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

10/28/05  
Date

Respondent's signature

MARC ALAN BIEDERMAN  
Print name

10-28-05  
Date

Respondent's Counsel's signature

MICHAEL G. GERNER  
Print name

10-28-05  
Date

Deputy Trial Counsel's signature

DAVID T. SAUBER  
Print name

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| In the Matter of<br><br>MARC ALAN BIEDERMAN<br>Bar # 68118 | Case number(s):<br>02-O-12782;<br>Investigations:<br>03-O-03510; 05-O-00675; 05-O-00730 |
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## ORDER


Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- ☐ The stipulation as to facts and conclusions of law is APPROVED.
- ☒ The stipulation as to facts and conclusions of law is APPROVED AS MODIFIED as set forth below.
- ☐ All court dates in the Hearing Department are vacated.

On page 10, line 6, delete: "It is anticipated, and Respondent agrees, that Respondent shall increase his monthly payments and/or pay the full amount owed as restitution on his ability to do so increases."

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation; or 3) Respondent is not accepted for participation in the Program or does not sign the Program Contract. (See rule 135(b) and 802(b), Rules of Procedure.)

12-13-05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Judge of the State Bar Court  
**RICHARD A. HONN**

**CERTIFICATE OF SERVICE**  
**[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]**

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on December 14, 2005, I deposited a true copy of the following document(s):

**CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOSITIONS AND ORDERS;**

**STIPULATION RE FACTS AND CONCLUSIONS OF LAW; and,**

**CONTRACT AND WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM**

in a sealed envelope for collection and mailing on that date as follows:

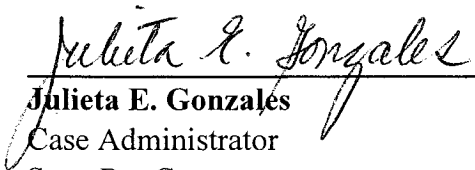
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**MICHAEL G GERNER ESQ**  
**10100 SANTA MONICA BL #300**  
**LOS ANGELES, CA 90067**

- ☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

**David T. Sauber, Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **December 14, 2005**.

  
\_\_\_\_\_  
**Julieta E. Gonzales**  
Case Administrator  
State Bar Court

## CERTIFICATE OF SERVICE

[Rule 62(b), Rules Proc.; Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on December 23, 2009, I deposited a true copy of the following document(s):

### DECISION AND ORDER SEALING CERTAIN DOCUMENTS and STIPULATION RE FACTS AND CONCLUSIONS OF LAW

in a sealed envelope for collection and mailing on that date as follows:

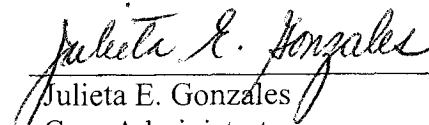
- ☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

MARC A BIEDERMAN ESQ  
22048 SHERMAN WAY #212  
CANOGA PARK, CA 91303

- ☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

Monique T. Miller, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on December 23, 2009.

  
\_\_\_\_\_  
Julieta E. Gonzales  
Case Administrator  
State Bar Court